

When Recorded Mail To: *

BOOK 0096 PAGE 0021

CTC REAL ESTATE SERVICES CORP.
1800 TAPO CANYON RD. SV2-88
SIMI VALLEY, CA 93063

LIMITED POWER OF ATTORNEY

De Soto County
State: Mississippi

This Limited Power of Attorney is executed in connection with the servicing of various mortgage loans (the "Mortgage Loans"), being serviced by Countrywide Home Loans, Inc. ("Countrywide") under the Pooling and Servicing Agreements and Sale and Servicing Agreements (the "Agreements") listed on Exhibit A, attached hereto and made a part hereof. U.S. Bank National Association, a national banking association, 180 East Fifth Street, St. Paul, MN 55101, formerly known as First Bank National Association ("U.S. Bank"), is a party or has a beneficial interest under the Agreements, and it hereby constitutes and appoints Countrywide as its true and lawful attorney-in-fact, and in its name, place and stead and for its use and benefit, to execute and acknowledge all documents for the purpose of:

- (i) endorsing to Countrywide payments received with respect to the Mortgage Loans in the form of checks, cashier's checks, money orders, loss drafts and other instruments and the taking of any necessary actions to ensure the continuation of payments which are made with respect to the Mortgage Loans by automated clearinghouse accounts and other electronic payment methods;
- (ii) procuring, preparing, completing and recording any mortgage, deed of trust or similar security instrument or any modification thereof ("Mortgage"), or any assignment of Mortgage, release, reconveyance, subordination or other instrument that is required
 - (a) for the proper servicing of the related Mortgage Loan or otherwise necessary to cure any defect in the chain of title,
 - (b) to ensure that record title to the Mortgage Loan vests in the proper party; or
 - (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan;
- (iii) ensuring that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity in connection with the sale of such Mortgage Loan or otherwise; and
- (iv) curing any other defects associated with any other document or instrument with respect to a Mortgage Loan.

Notwithstanding the foregoing, Countrywide may only take the foregoing actions to the extent required or permitted under the terms of the applicable Pooling and Servicing Agreement or Sale and Servicing Agreement. No power is hereby granted that would permit Countrywide to take any action adverse to the interests of U.S. Bank or the beneficiaries of the applicable trust (the "Beneficiaries").

STATE MS. - DESOTO CO.
FILED

OCT 9 4 53 PM '02

BK 96 PG 21
W.E. DAVIS CH. CLK.

1. SALE AND SERVICING AGREEMENT dated as of September 1, 1996 among FIRSTPLUS HOME LOAN OWNER TRUST 1996-3 (Issuer) FIRSTPLUS INVESTMENT CORPORATION (Seller) FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee) FIRSTPLUS Home Loan Owner Trust 1996-3 Asset Backed Securities Series 1996-3
2. SALE AND SERVICING AGREEMENT dated as of November 1, 1996 among FIRSTPLUS HOME LOAN OWNER TRUST 1996-4 (Issuer) FIRSTPLUS INVESTMENT CORPORATION (Seller) FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee) FIRSTPLUS Home Loan Owner Trust 1996-4 Asset Backed Securities Series 1996-4.
3. SALE AND SERVICING AGREEMENT, dated as of February 1, 1997 among FIRSTPLUS HOME LOAN OWNER TRUST 1997-1 (Issuer), FIRSTPLUS INVESTMENT CORPORATION (Seller), FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee), FIRSTPLUS Home Loan Owner Trust 1997-1 FIRSTPLUS Asset Backed Securities, Series 1997-1.
4. AMENDED AND RESTATED SALE AND SERVICING AGREEMENT dated as of February 1, 1998 among FIRSTPLUS HOME LOAN OWNER TRUST 1997-2 (Issuer), FIRSTPLUS INVESTMENT CORPORATION (Seller), FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee) FIRSTPLUS Home Loan Owner Trust 1997-2, FIRSTPLUS Asset Backed Securities Series 1997-2.
5. SALE AND SERVICING AGREEMENT dated as of September 1, 1997 among FIRSTPLUS HOME LOAN OWNER TRUST 1997-3 (Issuer), FIRSTPLUS INVESTMENT CORPORATION (Seller), FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee), FIRSTPLUS Home Loan Owner Trust 1997-3; FIRSTPLUS Asset Backed Securities Series 1997-3
6. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1997-4, as Issuer FIRSTPLUS INVESTMENT CORPORATION, as Seller FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of November 1, 1997 FIRSTPLUS HOME LOAN OWNER TRUST 1997-4 Asset Backed Securities, Series 1997-4.
7. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-1, as Issuer FIRSTPLUS INVESTMENT CORPORATION, as Seller FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of February 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-1 Asset Backed Securities, Series 1998-1.

8. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-2, as Issuer FIRSTPLUS INVESTMENT CORPORATION, as Seller FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of March 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-2 Asset Backed Securities, Series 1998-2
9. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-3, as Issuer, FIRSTPLUS INVESTMENT CORPORATION, as Seller, FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of May 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-3 Asset Backed Securities, Series 1998-3
10. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-4, as Issuer, FIRSTPLUS INVESTMENT CORPORATION, as Seller, FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of June 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-4.
11. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-5, as Issuer FIRSTPLUS INVESTMENT CORPORATION, as Seller FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of August 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-5 Asset Backed Securities, Series 1998-5

Countrywide agrees to indemnify and hold harmless U.S. Bank and the Beneficiaries from any and all losses, liabilities, claims and expenses ("Losses") arising as a result of Countrywide's breach and/or negligence in connection with its use of this Limited Special Power of Attorney. Notwithstanding the foregoing, Countrywide shall not be required to indemnify and hold harmless U.S. Bank or the Beneficiaries from any Losses arising out of U.S. Bank's negligence or breach of the Agreements or in connection with any directions and/or instructions by U.S. Bank under this Limited Power of Attorney.

The undersigned gives to Countrywide, as said attorney-in-fact, full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney has been executed and is effective as of this 19th day of March 2002, and the same shall continue in full force and effect until revoked in writing by the undersigned.

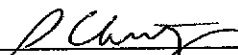
U.S. BANK NATIONAL ASSOCIATION


By: Jeffrey P. Tupper
Title: Vice President

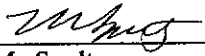

No Corporate Seal

ATTEST:

U.S. BANK NATIONAL ASSOCIATION


By: S. Christopherson
Title: Vice President

WITNESS:


M. Speltz

Brian Spiess

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 19th day of March in the year 2002, before me, Shana Bloom, a Notary Public of said state, duly commissioned and sworn, personally appeared Jeffrey P. Tupper and S. Christopherson, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of U.S. Bank National Association, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my official seal the day and year in this certificate first above written.



(Seal)


Shana Bloom Notary Public

My commission expires: Jan. 31st 2005